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SPRINT NEXTEL CORPORATION  
SPRINT SPECTRUM L.P. d/b/a SPRINT NEXTEL  
and NEXTEL FINANCE COMPANY

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

JUDY LARSON, *et al.*  
Plaintiffs,

v.

AT&T MOBILITY LLC f/k/a CINGULAR  
WIRELESS LLC and SPRINT NEXTEL  
CORPORATION and SPRINT SPECTRUM  
L.P. d/b/a SPRINT NEXTEL and NEXTEL  
FINANCE COMPANY

Defendants.

Civil Action No. 07-05325(JLL)

**JOINT STIPULATION REGARDING  
THE CY PRES TERMS OF  
SETTLEMENT AGREEMENT**

Counsel for the Class and for defendants Sprint Nextel Corporation, Sprint Spectrum L.P. d/b/a Sprint Nextel and Nextel Finance Company (together “Sprint”), hereby stipulate as follows to clarify certain terms of the Settlement Agreement:

1. On page 28 of the Court’s Opinion entered on the docket on April 30, 2009 (Docket No. 321), the Court addressed the *cy pres* provision of the Settlement Agreement. In order to avoid any uncertainty relating to the *cy pres* provision, Class Counsel and Sprint state as follows.

2. The parties agree, subject to the Court’s discretion and approval, that if any money remains in the Common Fund after the expiration of the Claim Period, that money would be used: (a) to purchase prepaid long distance calling cards to be donated to a charitable organization or for a charitable purpose (since the Settlement Agreement was first signed, the parties have agreed that these prepaid calling cards would be donated to the U.S. Military for use by members of the armed forces and their families); or (b) in any other appropriate manner the Court directs. It is not the intent of the parties that this *cy pres* provision would work as a reverter or result in any portion of the Common Fund being returned to Sprint.

3. This is the position which was explained to the Court at the first final approval hearing (*see* Tr. 3/17/09, p. 51, l. 23 to p. 53, l. 6).

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Co-Class Counsel

By: /s James E. Cecchi

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